SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ALTERRA AMERICA INSURANCE CO., Plaintiff, v. NATIONAL FOOTBALL LEAGUE, et al., Defendants.	Index No. 652813/2012 **E** Hon. Andrea Masley Mot. Seq. 018
DISCOVER PROPERTY & CASUALTY COMPANY, et al., Plaintiffs, v. NATIONAL FOOTBALL LEAGUE, et al., Defendants.	Index No. 652933/2012 **E** Hon. Andrea Masley Mot. Seq. 022

INSURERS' REPLY BRIEF IN SUPPORT OF MOTION FOR PARTIAL REVIEW OF THE MEMORANDUM AND ORDER OF SPECIAL REFEREE MICHAEL DOLINGER (Regarding Motion to Compel Production of Underlying Litigation & Settlement Materials)

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PRELIMINARY STATEMENT

The National Football League and NFL Properties LLC (the "NFL Parties") have accepted payment of nearly $20 million from certain Insurers to fund their defense in the underlying head trauma ligation. The NFL Parties also seek a declaration requiring the Insurers to reimburse what is predicted to be more than a billion dollars in underlying settlement payments. However, the NFL Parties refuse to produce any documents reflecting their evaluation of the underlying case or their settlement in order to support their claim for coverage and their assertion that an uncapped 65-year class settlement was reasonable. Having avoided producing even one page of discovery in the underlying action, the NFL Parties are keen to coast through the Coverage Action without producing anything of substance in discovery. New York's liberal discovery rules do not allow them to do so.

The Insurers have not "repackaged" their arguments presented to Special Referee Dolinger. The Insurers argued to the Special Referee that the NFL Parties should be compelled to produce their underlying defense and settlement materials based upon their contractual obligation to cooperate under the insurance policies, the common interest doctrine and/or the "at issue" waiver doctrine. The Special Referee committed clear error by independently rejecting each of those arguments contrary to applicable case law and by failing to thoroughly consider the interplay between them, which alleviates the concerns expressed in His Honor's opinion. In short, the Insurers submit that they are entitled to the underlying defense and settlement files by operation of the NFL Parties' duty to cooperate and the common interest doctrine, either independently or in tandem. Notably, these files include documents that are ***not*** subject to attorney-client privilege (e.g., mediation statements and settlement communications with plaintiffs, etc.), which the NFL Parties still refuse to produce.

In addition, even if the NFL Parties possess a cognizable privilege over any portion of the defense and settlement materials as it relates to the Insurers, the NFL Parties have placed

the underlying defense and settlement materials "at issue" in this case by seeking full reimbursement of all defense costs and, presumably, indemnity costs incurred by them in connection with the underlying actions, by contending that the settlement was reasonable, and by asserting that certain Insurers acted in "bad faith" by failing to consent to the settlement. Under any one or all of these theories, this Court may grant the Insurers' motion to compel.

The Insurers carefully considered Special Referee Dolinger's opinion and opted to seek review of a limited number of issues of particularly significant import. The Insurers did not seek review of every portion of the ruling that was unfavorable to them. The NFL Parties have employed a longstanding strategy of delay and stonewalling throughout the discovery process in this case (after avoiding ***any*** discovery obligations in the underlying action). Part of that strategy included asserting objections to various categories of discoverable information and forcing the Insurers to commence motion practice to obtain it, hoping to achieve some sort of "split the baby" result from the Special Referee. The fact that the NFL Parties chose to stand down on certain meritless objections has no bearing on the Insurers' pending applications.

As set forth in the Insurers' current briefing and their original motion papers, the NFL Parties should be compelled to produce the documents relating the defense and settlement of the underlying lawsuits, which are material and necessary to the parties' ability to prosecute and defend their claims.

ARGUMENT

I. THE NFL PARTIES ARE BOUND TO PRODUCE THEIR DEFENSE AND SETTLEMENT MATERIALS AS A MATTER OF CONTRACT AND LAW

In their brief, the NFL Parties dispense with a discussion of the relevance of the defense file materials – and for good reason. There is no credible theory under which the documents related to the defense of the underlying lawsuits and the negotiation of a class settlement of the MDL Action (the "Settlement"), for which the NFL Parties seek complete reimbursement from the Insurers, are not relevant to this Coverage Action. The NFL Parties prefer that the Insurers simply pay for the defense efforts and the Settlement without having the opportunity to review the underlying evaluations and negotiations that resulted in the Settlement. The NFL Parties' refusal to produce these relevant documents is in violation of their contractual obligations and New York law.

A. The NFL Parties Have an Express Duty to Cooperate With the Insurers

The NFL Parties do not dispute that policyholders have a contractual obligation to cooperate with their insurers in the investigation, settlement and defense of an underlying claim.[1] Indeed, under New York law, it is "well settled that the insured's cooperation is a condition precedent to coverage under an insurance policy." Stradford v. Zurich Ins. Co., 2002 U.S. Dist. LEXIS 24050, at *5-16 (S.D.N.Y. Dec. 10, 2002). The Insurers' right to obtain information and materials under the cooperation clause of a policy "is much broader than the right of discovery under the CPLR," and an unexcused refusal to comply is a "material breach

[1] The Insurers cited the language of a representative cooperation clause in their moving briefs submitted to the Special Referee and this Court. See Carroll Aff., Ex. 1 at 16; Moving Br. at 13. The NFL Parties do not dispute that the policies issued by the Insurers contain cooperation clauses, and the Insurers did not unnecessarily attach copies of policies as exhibits.

of the cooperation clause [that] precludes recovery on a claim. See Dyno-Bite Inc. v. Travelers Co., 80 A.D.2d 471, 474, 439 N.Y.S.2d 558, 560-61 (4th Dep't 1981); N.Y. Cent. Mut. Fire Ins. Co. v. Rafailov, 840 N.Y.S.2d 358, 360 (2d Dep't 2007).

The NFL Parties seek to downplay their contractual obligations to the Insurers by erroneously stating that, upon the NFL Parties' tender of the underlying lawsuits beginning in 2011, "[n]one of the Insurers agreed to provide coverage." Opp. at 3. It defies logic for the NFL Parties to make this specious claim when, in the same brief, they admit that the Insurers have funded ***almost $20 million*** of the NFL Parties' defense costs with respect to the underlying litigation. Opp. at 4. TIG alone has funded nearly $10 million of the NFL Parties' defense. Admittedly, the Insurers have reserved their rights under the policies (the same way the NFL Parties have reserved their own rights) pending further information and resolution of the coverage issues herein. The NFL Parties provide no support for the position that insurers incurring millions of dollars in defense costs on behalf of a policyholder under a reservation of rights have "repudiated" coverage. This simply is not accurate.

The NFL Parties refer briefly to First Department's recent decision in Century Indemnity Co. v. Brooklyn Union Gas Co., 2019 WL 1386927 (1st Dep't Mar. 28, 2019), as a potential basis to overcome a defense based upon breach of the cooperation clause (or other conditions of the policies). This Court (and the Special Referee before it) is not asked to consider the substantive merits of the parties' claims or defenses at this time and, thus, this case is irrelevant to the pending discovery disputes. Nevertheless, we note that the one-page decision in Brooklyn Union Gas provides no detail regarding the factual circumstances at issue in that case or the legal analysis supporting the parties' respective arguments. In addition, the underlying decision and briefing relating to the appeal in that case are under seal. Without any context for the First Department's decision (factual or legal), Brooklyn Union Gas has no instructive value here and is not relevant to a discovery dispute. Regardless, based upon the

limited information available, the case is distinguishable because it did not involve insurers who were actively contributing to (let alone paying millions of dollars for) the policyholder's defense and/or attempting to collaborate in underlying defense and settlement strategy.[2]

Here, despite repeated requests from many of the Insurers, including those participating in the NFL Parties' defense, the NFL Parties refused to comply with their contractual obligation to provide relevant information to the Insurers that was necessary to their investigation and evaluation of the underlying litigation. Moreover, having chosen to enter into a Settlement of the underlying action without carrier funding (or even, with respect to several Insurers, consent), the NFL Parties now seek a declaration from this Court requiring reimbursement for all costs incurred to defend the underlying cases and to satisfy the NFL Parties' payment obligations under the Settlement. They cannot do so while, at the same time, refusing to produce highly relevant information in discovery.

B. The NFL Parties' Compliance With Their Duty to Cooperate Would Not Result in a Waiver of Privilege to Outside Parties

The NFL Parties' purported concern that production of the underlying defense and settlement materials to the Insurers would constitute a waiver of privilege is unfounded. Consistent with their duty to cooperate, the NFL Parties may produce the defense files to the Insurers without any waiver of privilege as to outside parties as a result of the tripartite relationship between the insurer, the insured, and defense counsel. Thus, the Insurers do not

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[2] Moreover, the majority of Insurers are ***defendants*** in this action, and the Insurer Plaintiffs that remain in the case commenced this lawsuit only after the NFL sued the Insurers in California in an effort to evade a New York forum. Thus, the the commencement of litigation here was not a repudiation of coverage, and the defending Insurers continued to fund the NFL Parties' defense thereafter.

contend that they are "able to destroy the NFL Parties' privilege" by requesting the underlying defense materials. Opp. at 17. To the contrary, the Insurers consistently have asserted that the NFL Parties may (and, in fact, are required to) provide these relevant materials to the Insurers while maintaining the privilege as to other parties.

There is no dispute that New York law recognizes the common interest doctrine, which permits the sharing of privileged or protected material between two parties with a common interest in defending a case. See Goldberg v. Am. Home. Assurance Co., 80 A.D.2d 409, 413 (1st Dep't 1981) ("[W]hen an attorney acts for two different parties having a common interest, communications by either party to the attorney are not necessarily privileged in a subsequent controversy between the two parties. This is especially the case where an insured and his insurer have a common interest in defending an action against the former, and there is a possibility that those communications might play a role in a subsequent action between the insured and his insurer.") (internal citations omitted); Md. Cas. Co. v. W.R. Grace & Co., 1994 U.S. Dist. LEXIS 15322, at *17-20 (S.D.N.Y. Oct. 26, 1994) (affirming decision of Magistrate Judge to require production of policyholder's underlying attorney-client and work product material to primary and excess insurers under common interest theory); Royal Indem. Co. v. Salomon Smith Barney, Inc., 4 Misc. 3d 1006(A), 791 N.Y.S.2d 873 (N.Y. Sup. Ct. 2004) (holding that privileged communications between insured and its defense counsel were subject to the common interest doctrine as between insured and insurer and, thus, discoverable by the insurer in coverage litigation). Notably, the common interest doctrine can apply "despite an adversarial relationship between the two parties asserting it." ACE Sec. Corp. v. DB Structured Prod., Inc., 40 N.Y.S.3d 723, 734-35 (N.Y. Sup. Ct. 2016).

In light of the foregoing case law (which was disregarded by the Special Referee in error), the NFL Parties' contention that the case law in their favor is "dispositive and inarguable" is disingenuous. Opp. at 2. For the proposition that cooperation clauses do not

operate as a waiver of privilege, the only support cited by the Special Referee, and repeated by the NFL Parties, is J.P. Morgan Chase & Co. v. Indian Harbor Ins. Co., 98 A.D.3d 13, 25, 947 N.Y.S.2d 17, 23 (1st Dep't 2012), and certain reinsurance decisions cited therein. The Insurers acknowledge that J.P. Morgan itself is not a reinsurance decision. The point they intended to convey in their opening brief is that the only ***case support*** for the pertinent holding in J.P. Morgan (both at the trial court and appellate level) were reinsurance decisions. As noted in the Insurers' moving brief, and ignored by the NFL Parties, the First Department expressly has instructed that "the relationship between an insured and insurer stands in stark contrast to a relationship between an insurer and reinsurer." Am. Re-Ins. Co. v. U.S. Fid. & Guar. Co., 40 A.D.3d 486,491 (1st Dep't 2007). The Special Referee disregarded this commentary in concluding that the "reinsurance context of these decisions does not provide a meaningful basis for distinguishing the current case." Mem. & Order at 11, n.12. Moreover, J.P. Morgan involved a coverage dispute with a tower of excess carriers that issued claims-made professional liability policies, none of which were defending the underlying lawsuits. See J.P. Morgan, 98 A.D.3d at 19.

The case law cited by the Insurers in the context of a traditional insured-insurer relationship, where, like here, the insurers were participating in the defense of an underlying action or otherwise communicating with the insured regarding defense and settlement efforts, supports the finding of a common interest relationship and, therefore, warrants the production of the NFL Parties' defense files. As such, the Special Referee's conclusion that the Insurers were seeking an "invasion" of the attorney-client privilege or work product immunity of the NFL Parties is inaccurate. The cooperation clauses in each of the policies requires the NFL Parties to provide the Insurers with information regarding the underlying defense and settlement efforts. The common interest existing between the NFL Parties and their Insurers preserves the privilege over such documents as it pertains to entities outside the insurer-insured

relationship. Accordingly, there is no "invasion" of the attorney-client privilege or work product immunity, and the Special Referee erred in denying the Insurers' motion to compel on these bases.

II. THIS COURT MAY GRANT THE INSURERS' MOTION TO COMPEL WITHOUT ADOPTING THE CRITICIZED PORTIONS OF *WASTE MANAGEMENT*

The NFL Parties attack the Supreme Court of Illinois's decision in Waste Management, Inc. v. International Surplus Lines Insurance Co., 579 N.E.2d 322 (Ill. 1991), as an outlier decision with no relevance to the current dispute. Contrary to the NFL Parties' accusations, the Insurers have acknowledged the criticism of Waste Management by other courts. The Insurers directly addressed, and distinguished, such criticism in both their underlying reply brief submitted to the Special Master and their current moving brief. See Carroll Aff., Ex 4 at 9-10; Moving Br. at 19, n.3. Simply put, the criticism of Waste Management is predicated on factual scenarios different to those in this case. The Waste Management decision embraced a categorical application of the common interest doctrine to require production of the insured's privileged defense materials even where the insurer had denied coverage and refused to participate in the underlying defense efforts or communicate with defense counsel in any way. See N. River Ins. Co. v. Columbia Cas. Co., 1995 U.S. Dist. LEXIS 53, at *11 (S.D.N.Y. Jan. 5, 1995) ("[T]he determination of whether the common interest doctrine applies cannot be made categorically.")

The facts here are quite distinguishable. Indeed, several of the Insurers have been participating in the NFL Parties' defense and paying substantial costs for the NFL Parties' legal fees ***since 2011 and continuing to date***. Many of the Insurers participated in meetings and oral briefings with the NFL Parties and their defense counsel throughout the underlying settlement process and, unsatisfied with the depth of information being provided, followed up with extensive requests for additional necessary information and documents from the NFL Parties and defense counsel. The NFL Parties even requested (on numerous occasions) that

the Insurers consent to the Settlement, despite professing that consent was not necessary. These facts all support a common interest in the underlying defense effort (which was not present in Waste Management).

The NFL Parties also note that one of the Insurers (North River) challenged the Waste Management decision in a brief filed in a different lawsuit 25 years ago. Opp. at 15, n.3; N. River Ins. Co. v. Columbia Cas. Co., 1993 U.S. Dist. LEXIS 53 (S.D.N.Y. Jan. 5, 1995). Significantly, this case involved a reinsurance dispute between North River and one of its reinsurers. As discussed, cases involving reinsurance disputes are not analogous, and the relationship between an insured and its insurer stands in "stark contrast" to a relationship between an insurer and reinsurer. See Am. Re-Ins., 40 A.D.3d at 491. Indeed, the factual circumstances described by North River in its brief 25 years ago are in "stark contrast" to the facts presented to this Court today. North River explained there that its reinsurer could "point to no evidence establishing that it had any involvement with North River's coverage counsel in the [underlying arbitration]," "did not pay any portion of North River's legal expenses associated with the [underlying arbitration], and did not otherwise exercise any control over North River's conduct in the [underlying arbitration] proceeding." See Watson Aff. Ex. 2 at 15. None of these factors are applicable here.

By way of their motion to compel before this Court, the Insurers do not ask this Court to adopt a blanket rule under Waste Management that the common interest doctrine mandates production of the insured's underlying defense file under every factual scenario. The Insurers simply assert that the existing case law in New York – strictly enforcing cooperation clauses in insurance contracts and granting broad protection of privileged materials under the common interest doctrine – dictates that the NFL Parties must be compelled to produce the underlying defense and settlement files in this case.

III. THE "AT ISSUE" WAIVER DOCTRINE IS APPLICABLE NOW

The NFL Parties correctly note (as did the Insurers in their opening brief) that the Special Referee's ruling allows the Insurers to re-file a motion to compel if the circumstances later indicate that the NFL Parties intend to rely upon privileged documents or testimony to support their case. However, while the Insurers reserve the right to renew their motion to compel at a later date, they submit that the approach adopted by the Special Referee will unfairly prejudice the Insurers by granting the NFL Parties wide latitude to conceal unquestionably relevant material throughout a lengthy discovery process, thereby depriving the Insurers of the ability to thoroughly conduct depositions and prepare their cases for trial. The Special Referee's approach also necessitates additional rounds of motion practice late in the case, when discovery is near or beyond completion. If the Insurers succeed on an "at issue" waiver argument at such a late date, it would be inefficient and cause undue delay to re-open discovery at that time.

There is sufficient evidence before the Court ***at this time*** to conclude that the NFL Parties have placed the underlying defense and settlement information at issue in this case. New York courts have identified three factors for the "at issue" doctrine:

> (1) assertion of the privilege was a result of some affirmative act, such as filing suit, by the asserting party; (2) through the affirmative act, the asserting party put the protected information at issue by making it relevant to the case; and (3) application of the privilege would have denied the opposing party access to information vital to his defense.

AIU Ins. Co. v. TIG Ins. Co., 2008 U.S. Dist. LEXIS 96693, at *12 (S.D.N.Y. Nov. 25, 2008).

There is no dispute that the NFL Parties have taken the affirmative act of filing claims against each of the Insurers in this litigation. But the NFL Parties did not stop there. Through their affirmative act of bringing legal claims against the Insurers, the NFL Parties put the protected information at issue by "making it relevant to the case." Id. For example, the NFL Parties contend that certain Insurers "have breached and continue to breach their contractual

duties to provide a complete defense to the NFL and/or NFL Properties" in the underlying lawsuits. However, the NFL Parties have not disclosed in discovery how defense costs were allocated between the NFL and NFL Properties.

Similarly, the NFL Parties claim that certain Insurers "have breached and continue to breach their contractual duties to indemnify the NFL and/or NFL Properties," but have refused to disclose how the Settlement was allocated between NFL and NFL Properties (if at all) or any other parties, such as the 32 Member Clubs. The NFL Parties cannot establish viable causes of action for breach of contract on the duty to defend or indemnify without establishing both the extent to which defense and indemnity amounts are allegedly owed to the NFL and NFL Properties, respectively, and the basis for that allocation (as well as any other contributions received from other entities). The analysis of the respective liabilities of the NFL and NFL Properties is particularly significant because these entities do not have the same coverage profile at issue in this case and may implicate different Insurers' policies.

In addition, the NFL Parties assert that certain Insurers acted in "bad faith" by refusing to consent to the uncapped, 65-year Settlement of the MDL Action. The Insurers do not concede that such a claim is viable under New York law. However, to support a claim of this nature, the NFL Parties would be required to show that the Settlement was reasonable, that the implicated Insurers' refusal to consent was unreasonable, and that it resulted in damage to the NFL Parties. The NFL Parties cannot meet their burdens without relying upon information from the underlying defense files. The NFL Parties' assertion that the defense file is irrelevant because reasonableness is an "objective standard" is misguided. Opp. at 22.

As a threshold matter, the issue of the appropriate standard for determining reasonableness of the underlying Settlement was not before the Special Referee and is not before this Court. Even assuming, *arguendo*, that an objective "reasonable person" standard were to apply, it would still require an examination of the claims, defenses, and liability at issue

in the underlying litigation. See, e.g., DH Holdings Corp. v. Marconi Corp. PLC, 809 N.Y.S.2d 404, 407 (Sup. Ct. Oct. 24, 2005) ("The heart of this matter is to determine if the settlement was appropriate, and, if so, was it reasonable; inquiries that, of necessity, place these documents at issue."); Royal Indem., 2004 N.Y. Misc. LEXIS 1052, at *26, n.7 (noting that contested issue of reasonableness warranted the production of the settlement-related documents).

The NFL Parties' suggestion that the Insurers can rely upon the "extensive public record" is of no solace. The "public record" that they refer to consists largely of thousands of pleadings, motions to dismiss that were filed but never ruled upon, and settlement approval papers involving a $1 billion deal that was struck in the absence of ***any*** discovery being exchanged. The Insurers cannot refer to deposition transcripts, expert reports, trial transcripts or any jury findings from the underlying actions – because there are none.

The [redacted] of documents produced by the NFL Parties in this action to date [redacted]. The fact that the Insurers are pursuing third-party discovery via subpoena, as they are entitled to do under the CPLR, in no way eliminates the relevance of the defense file materials requested from the NFL Parties or otherwise absolves the NFL Parties from complying with their own discovery obligations.[3] Finally, the NFL Parties' contention that the "Insurers and

[3] It bears further noting that the majority of third parties subpoenaed by the Insurers (including the MTBI Committee doctors and each of the Member Clubs) have asserted that the Insurers should obtain the relevant documents from the NFL Parties in the first instance. Many of these third parties also advised that the NFL may claim privilege over responsive documents in their possession and that a privilege review by the NFL would be necessary. Thus, the NFL Parties have stymied the Insurers' discovery efforts both directly and indirectly.

their outside lawyers have the ability on their own to evaluate and assess the risks and values of the claims and defense at issue in the underlying tort litigation" misses the point. Opp. at 24. Regardless of their own opinions, the Insurers are entitled to know how ***the NFL Parties and their counsel*** valued the underlying claims and the motivations for settling them. The Insurers also are entitled to know how the defense costs and Settlement payment obligations were allocated among the NFL Parties, respectively, and whether funding or reimbursement of any such amounts is coming in from any other entities released under the Settlement (but not insured under the Insurers' policies). All of these factors (and many others set forth in our moving brief) are relevant to the Insurers' potential obligations under their policies and can only be gleaned from the withheld defense and settlement materials.

Accordingly, if this Court believes that the NFL Parties may assert privilege over the underlying litigation materials so as to withhold them from the Insurers (which, as discussed above, is disputed by the Insurers), then this purported privilege has been waived pursuant to the "at issue" doctrine.

IV. THE INSURERS' REQUESTS FOR DEFENSE AND SETTLEMENT MATERIALS WERE PROPER UNDER NEW YORK DISCLOSURE LAW

As a throw-in argument, the NFL Parties assert that the Insurers' request for the underlying defense files is "improper under basic principles of New York disclosure law." Opp. at 25. The NFL Parties offer no explanation as to the basis for this contention. The Insurers' requests were properly tailored to seek categories of information typically found in a defense file, including documents and communications relating to the evaluation and settlement of the underlying lawsuits, the evaluation of the NFL's and NFL Properties' respective liability, the reasonableness of the Settlement, all mediation statements, demands, offers and proposals made in connection with the Settlement, drafts of the Settlement, and reports or analysis from any of the NFL Parties' experts. See Carroll Aff, Ex. 2 at Ex. G,

Request Numbers 28 and 29. These requests included categories of non-privileged information, yet the NFL Parties still have refused to produce it.

The Insurers' requests were not vague or overbroad as drafted. In any event, the Insurers cannot be any more specific in their requests without knowing what files are actually maintained by the NFL Parties and their defense counsel and the contents of those files. It is not the Insurers' burden to hypothesize what documents may exist in files withheld from them and then ask for those documents in specific detail. In addition, the Insurers engaged in an unprecedented amount of "meet and confer" efforts with the NFL Parties on this dispute, among others. The parties' discovery dispute regarding the underlying defense files was identified as at an impasse in a letter submitted to this Court (and later to the Special Referee) over six months before the Insurers' brought their motion to compel. See Carroll Aff, Ex. 2 at Ex. L. Therefore, the Insurers' requests and meet and confer efforts were proper under New York disclosure rules, and the NFL Parties' half-hearted attempt to oppose the motion on this basis should be rejected. See Carroll Aff., Ex. 4 at 20-21.

CONCLUSION

The Insurers presented the Special Referee with three viable theories to support their motion to compel the NFL Parties' production of their underlying defense and settlement materials. The Special Referee erred in denying the Insurers' motion in its entirety, a decision that is contrary to New York's applicable law and discovery standards. Pursuant to CPLR § 3104(d), this Court has the discretion to review and reverse the erroneous decision of the Special Referee. This Court properly may do so based upon any one of the legal arguments asserted by the Insurers or a combination thereof.

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Discover Property & Casualty Insurance Company
St. Paul Protective Insurance Company
Travelers Casualty & Surety Company
Travelers Indemnity Company
Travelers Property Casualty Company of America
Allstate Insurance Company
American Guarantee and Liability Insurance Company
Arrowood Indemnity Company
Bedivere Insurance Company
Continental Insurance Company
Continental Casualty Company
ACE American Insurance Company
Century Indemnity Company
Indemnity Insurance Company of North America
California Union Insurance Company
Illinois Union Insurance Company
Westchester Fire Insurance Company
Federal Insurance Company
Great Northern Insurance Company
Vigilant Insurance Company
Munich Reinsurance America, Inc.
Westport Insurance Corporation
XL Insurance America Inc.
XL Select Insurance Company